

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

-----X

LYNDON BISSETTE,

Plaintiff,

-against-

THE CITY OF NEW YORK; New York City Police  
Department Officer ("P.O.") GARY VANZANTEN,  
Shield No. 24221; SGT. FRITZ GLEMAUD, Shield  
No. 3224; DET. ADRIAN CHATMAN, Shield No.  
6828; DET. MICHAEL ALGIERI, Shield No. 510;  
DET. ANTHONY MONTEFUSCO, Shield No.  
2533; DET. TIMOTHY ERWIG, Shield No. 2533;  
DET. FERNANDO ESPINDOLA, Shield No. 6098,  
and P.O. JOHN DOE 1 through P.O. JOHN DOE 4,  
and SUPERVISORY OFFICER JOHN ROE (the  
names "John Doe" and "John Roe" being fictitious, as  
their true names are not currently known), in their  
individual and official capacities,

Defendants.

-----X

**STIPULATION OF  
SETTLEMENT AND  
ORDER OF DISMISSAL**

10 Civ. 0801 (FB)(JO)

**WHEREAS**, plaintiff LYNDON BISSETTE commenced this action by filing a  
complaint on or about February 23, 2010, and an amended complaint on or about June 2, 2010,  
alleging that the defendants violated his federal civil and state common law rights; and

**WHEREAS**, defendants have denied any and all liability arising out of plaintiff's  
allegations; and

**WHEREAS**, the parties now desire to resolve the issues raised in this litigation,  
without further proceedings and without admitting any fault or liability;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by  
and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed against defendants, with prejudice, and without costs, expenses, or attorneys' fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiff LYNDON BISSETTE the sum of Thirty Five Thousand Dollars (\$35,000.00), in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of these sums, plaintiffs agree to dismissal of all the claims against the named defendants, THE CITY OF NEW YORK, GARY VANZANTEN, FRITZ GLEMAUD, ADRIAN CHATMAN, MICHAEL ALGIERI, ANTHONY MONTEFUSCO, TIMOTHY ERWIG, and FERNANDO ESPINDOLA, and to release all defendants, including the individuals named herein as "P.O. JOHN DOE 1 through P.O. JOHN DOE 4, and SUPERVISORY OFFICER JOHN ROE (the names "John Doe" and "John Roe" being fictitious, as their true names are not currently known)", and any present or former employees and agents of the City of New York or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses, and attorneys' fees.

3. Plaintiff shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, a General Release based on the terms of paragraph "2" above and an Affidavit of Status of Liens. If Medicare has provided payment and/or benefits for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, plaintiffs shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs

are found to be necessary pursuant to 42 U.S.C. §1395y(b) and 42 C.F.R. §§411.22 through 411.26.

4. Nothing contained herein shall be deemed to be an admission by the defendants that they in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. Plaintiffs agree to hold harmless the THE CITY OF NEW YORK, GARY VANZANTEN, FRITZ GLEMAUD, ADRIAN CHATMAN, MICHAEL ALGIERI, ANTHONY MONTEFUSCO, TIMOTHY ERWIG, and FERNANDO ESPINDOLA, and the individuals named herein as "P.O. JOHN DOE 1 through P.O. JOHN DOE 4, and SUPERVISORY OFFICER JOHN ROE (the names "John Doe" and "John Roe" being fictitious, as their true names are not currently known)", regarding any liens or past and/or future Medicare payments, presently known or unknown in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendants reserve the right to issue a multiparty settlement check, naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.

7. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
July 23, 2010

David B. Rankin, Esq.  
*Attorney for Plaintiff*  
350 Broadway—Suite 700  
New York, New York 10013  
P: 212-226-4507  
F: 212-658-9480  
[David@DBRankinLaw.com](mailto:David@DBRankinLaw.com)

By:



David B. Rankin, Esq.  
*Attorney for Plaintiffs*

MICHAEL A. CARDOZO  
Corporation Counsel of the  
City of New York  
*Attorney for Defendants*  
100 Church Street, Rm. 3-209  
New York, New York 10007  
212-788-8684  
Fax: 212-788-9776  
Email: [mhudson@law.nyc.gov](mailto:mhudson@law.nyc.gov)

By:



Maurice L. Hudson  
*Assistant Corporation Counsel*

SO ORDERED:

---

HON. FREDERIC BLOCK  
SENIOR U.S. DISTRICT JUDGE